

HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

STEFI HALLSTROM, individually,

Plaintiff,

v.

GEEKS WHO DRINK LLC, a limited liability
company, JOHN DICKER and JANE DOE
DICKER, individually and the marital
community comprised thereof, JOEL PEACH
and JANE DOE PEACH, individually and the
marital community comprised thereof,

Defendants.

NO. 2:20-cv-01051-TSZ

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle parties to file confidential information under seal.

1 2. CONFIDENTIALITY DESIGNATIONS

2 2.1 "CONFIDENTIAL" MATERIAL

3 "Confidential" material shall be limited to non-public information, documents, and
4 tangible things that the designating party or non-party reasonably and in good faith believes to
5 be private, personal, confidential, proprietary, trade secret, and/or commercially sensitive, such
6 that additional protection from public disclosure is warranted. Confidential material shall include,
7 by way of example only, non-public financial information, banking information, tax information,
8 personal records, medical records, confidential internal business records, trade secrets,
9 proprietary data, employment information, and other similarly sensitive information that the
10 designating party or non-party must keep in confidence or as to which the unprotected disclosure
11 could result in economic or competitive injury, and that is not publicly known or cannot be
12 ascertained from publicly-available information.

13 2.2 "CONFIDENTIAL—ATTORNEYS' EYES ONLY" MATERIAL

14 "CONFIDENTIAL—ATTORNEYS' EYES ONLY" ("AEO") material shall be limited
15 to those materials that the designating party has a good faith belief that the material is of a highly
16 sensitive nature or constitutes Trade Secret Information as such term is defined by
17 RCW 19.108.010(4). Subject to and in accordance with this Protective Order, testimonial
18 information and documents that are designated as AEO will not be used by the parties for any
19 purpose other than for the prosecution and/or defense of the above-captioned litigation and any
20 related proceedings and will not be disclosed to anyone except as provided in this Protective
21 Order or pursuant to a court order.

22 3. SCOPE

23 The protections conferred by this agreement cover not only confidential and AEO
24 material (as defined above), but also (1) any information copied or extracted from confidential
25 material; (2) all copies, excerpts, summaries, or compilations of confidential material; and (3)
26 any testimony, conversations, or presentations by parties or their counsel that might reveal
27 confidential material.

1 However, the protections conferred by this agreement do not cover information that is in
2 the public domain or becomes part of the public domain through trial or otherwise.

3 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

4 4.1 Basic Principles. A receiving party may use confidential material that is disclosed
5 or produced by another party or by a non-party in connection with this case only for prosecuting,
6 defending, or attempting to settle this litigation. Confidential material may be disclosed only to
7 the categories of persons and under the conditions described in this agreement. Confidential
8 material must be stored and maintained by a receiving party at a location and in a secure manner
9 that ensures that access is limited to the persons authorized under this agreement.

10 4.2 Disclosure of "CONFIDENTIAL" and "AEO" Information or Items. Unless
11 otherwise ordered by the court or permitted in writing by the designating party, a receiving party
12 may disclose any confidential material only to:

13 (a) the receiving party's counsel of record in this action, as well as employees
14 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

15 (b) the officers, directors, and employees (including in house counsel) of the
16 receiving party to whom disclosure is reasonably necessary for this litigation, unless a particular
17 document or material produced is for Attorney's Eyes Only (AEO) and is so designated;

18 (c) experts and consultants to whom disclosure is reasonably necessary for
19 this litigation and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit
20 A);

21 (d) the court, court personnel, and court reporters and their staff;

22 (e) copy or imaging services retained by counsel to assist in the duplication
23 of confidential material, provided that counsel for the party retaining the copy or imaging service
24 instructs the service not to disclose any confidential material to third parties and to immediately
25 return all originals and copies of any confidential material;

26 (f) during their depositions, witnesses in the action to whom disclosure is
27 reasonably necessary and who have signed the "Acknowledgment and Agreement to Be Bound"

(Exhibit A), unless otherwise agreed by the designating party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal confidential material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this agreement;

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

4.3 Filing Confidential Material. Before filing confidential material or discussing or referencing such material in court filings, the filing party shall confer with the designating party, in accordance with Local Civil Rule 5(g)(3)(A), to determine whether the designating party will remove the confidential designation, whether the document can be redacted, or whether a motion to seal or stipulation and proposed order is warranted. During the meet and confer process, the designating party must identify the basis for sealing the specific confidential information at issue, and the filing party shall include this basis in its motion to seal, along with any objection to sealing the information at issue. Local Civil Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal. A party who seeks to maintain the confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in accordance with the strong presumption of public access to the Court's files.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party or non-party that designates information or items for protection under this agreement must take care to limit any such designation to specific material that qualifies under the appropriate standards. The designating party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify, so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this agreement.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
 2 shown to be clearly unjustified or that have been made for an improper purpose (*e.g.*, to
 3 unnecessarily encumber or delay the case development process or to impose unnecessary
 4 expenses and burdens on other parties) expose the designating party to sanctions.

5 If it comes to a designating party's attention that information or items that it designated
 6 for protection do not qualify for protection, the designating party must promptly notify all other
 7 parties that it is withdrawing the mistaken designation.

8 5.2 Manner and Timing of Designations. Except as otherwise provided in this
 9 agreement (see, *e.g.*, second paragraph of section 5.2(a) below), or as otherwise stipulated or
 10 ordered, disclosure or discovery material that qualifies for protection under this agreement must
 11 be clearly so designated before or when the material is disclosed or produced.

12 (a) Information in documentary form: (*e.g.*, paper or electronic documents
 13 and deposition exhibits, but excluding transcripts of depositions or other pretrial or trial
 14 proceedings), the designating party must affix the word "CONFIDENTIAL" or "AEO" to each
 15 page that contains confidential material. If only a portion or portions of the material on a page
 16 qualifies for protection, the producing party also must clearly identify the protected portion(s)
 17 (*e.g.*, by making appropriate markings in the margins).

18 (b) Testimony given in deposition or in other pretrial proceedings: the parties
 19 and any participating non-parties must identify on the record, during the deposition or other
 20 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other
 21 testimony after reviewing the transcript. Any party or non-party may, within fifteen days after
 22 receiving the transcript of the deposition or other pretrial proceeding, designate portions of the
 23 transcript, or exhibits thereto, as confidential. If a party or non-party desires to protect
 24 confidential information at trial, the issue should be addressed during the pre-trial conference.

25 (c) Other tangible items: the producing party must affix in a prominent place
 26 on the exterior of the container or containers in which the information or item is stored the word
 27

1 “CONFIDENTIAL” or “AEO.” If only a portion or portions of the information or item warrant
 2 protection, the producing party, to the extent practicable, shall identify the protected portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
 4 designate qualified information or items does not, standing alone, waive the designating party’s
 5 right to secure protection under this agreement for such material. Upon timely correction of a
 6 designation, the receiving party must make reasonable efforts to ensure that the material is treated
 7 in accordance with the provisions of this agreement.

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any party or non-party may challenge a designation of
 10 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality
 11 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 12 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 13 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 14 original designation is disclosed.

15 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 16 regarding confidential designations without court involvement. Any motion regarding
 17 confidential designations or for a protective order must include a certification, in the motion or
 18 in a declaration or affidavit, that the movant has engaged in a good faith meet and confer
 19 conference with other affected parties in an effort to resolve the dispute without court action. The
 20 certification must list the date, manner, and participants to the conference. A good faith effort to
 21 confer requires a face-to-face meeting or a telephone conference.

22 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 23 intervention, the designating party may file and serve a motion to retain confidentiality under
 24 Local Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
 25 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
 26 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
 27

1 other parties) may expose the challenging party to sanctions. All parties shall continue to
 2 maintain the material in question as confidential until the court rules on the challenge.

3 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER
 4 LITIGATION

5 If a party is served with a subpoena or a court order issued in other litigation that compels
 6 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
 7 “AEO,” that party must:

8 (a) promptly notify the designating party in writing and include a copy of the
 9 subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to
 11 issue in the other litigation that some or all of the material covered by the subpoena or order is
 12 subject to this agreement. Such notification shall include a copy of this agreement; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued
 14 by the designating party whose confidential material may be affected.

15 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential
 17 material to any person or in any circumstance not authorized under this agreement, the receiving
 18 party must immediately (a) notify in writing the designating party of the unauthorized
 19 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material,
 20 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
 21 this agreement, and (d) request that such person or persons execute the “Acknowledgment and
 22 Agreement to Be Bound” that is attached hereto as Exhibit A.

23 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED
 24 MATERIAL

25 When a producing party gives notice to receiving parties that certain inadvertently
 26 produced material is subject to a claim of privilege or other protection, the obligations of the
 27 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This

provision is not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

10. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies, extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of destruction.

Notwithstanding this provision, counsel are entitled to retain one archival copy of all documents filed with the court, trial, deposition, and hearing transcripts, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain confidential material.

The confidentiality obligations imposed by this agreement shall remain in effect until a designating party agrees otherwise in writing or a court orders otherwise.

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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated this 27th day of October, 2020

Dethlefs Sparwasser Reich Dickerson,
PLLC

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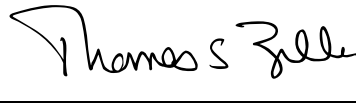
10 Email: jonathan@emeraldawgroup.com

11 *Attorneys for Plaintiff*

PURSUANT TO STIPULATION, IT IS SO ORDERED

IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any documents in this proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding, constitute a waiver by the producing party of any privilege applicable to those documents, including the attorney-client privilege, attorney work-product protection, or any other privilege or protection recognized by law.

DATED: October 29, 2020



Thomas S. Zilly
United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty
of perjury that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Western District of Washington on
_____ [date] in the case of *Stefi Hallstrom v. Geeks Who Drink, LLC et al.*, No.
2:20-cv-01051-TSZ. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could expose me
to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose
in any manner any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Western District of Washington for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this action.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____